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1988 - 1989

AGREEMENT BETWEEN

Collingswood Board of
THE BOROUGH OF COLLINGSWOOD

AND

~~THE~~ COLLINGSWOOD POLICE OFFICERS ASSOCIATION

X January 1, 1988 - December 31, 1989

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PREAMBLE

This Agreement, entered into this 17th day of Oct, 1988, by and between the Borough of Collingswood, in the County of Camden, State of New Jersey, hereinafter referred to as the Employer and the Collingswood Police Officers Association, hereinafter referred to as the Employee, has as its purpose the promotion of harmonious relations between the Borough and the Collingswood Police Officers Association (C.P.O.A.), the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of the Rules and Regulations of the Borough of Collingswood.

LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred it by Law or the Borough's Departmental Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority.

This Agreement shall be construed as requiring both the Employer and the Employees to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any other applicable laws and regulations. The rights granted to employee hereunder shall be in addition to those provided elsewhere.

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, however, all other provisions or applications shall continue in full force and effect.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws, except as such particular provisions of this contract modify existing Local Laws.

EMPLOYEE RIGHTS

The Employer and the Employees hereby agree that every Employee should have the right to freely organize, join, and support the C.P.O.A. and its affiliates for the purpose of engaging in collective bargaining negotiations as well as to freely refrain from such activities.

In addition, both parties also undertake and agree that they shall not directly nor indirectly discourage, deprive, nor coerce any employee in the enjoyment of any of the rights conferred by the United States and New Jersey Constitutions and other Federal and State Laws. The parties further agree that they shall not discriminate against any employee with respect to his hours of work, wages, or any terms or conditions of employment, participation or lack of participation in the C.P.O.A. and its affiliates, collective negotiations with the C.P.O.A. or his institution or lack of institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

A. A Police Officer shall have the right to inspect his Personal File at reasonable times provided his request is made twenty four (24) hours in advance and his Superior Officer shall be present at the time of the inspection.

B. If any alledged misconduct occurs, which the Chief of Police feels should be made part of the Officers Personal File, a copy of same shall be made available to the Officer within Forty Eight (48) and the Officers written response shall be placed in his Personal File.

MANAGEMENT RIGHTS

The Borough of Collingswood Board of Commissioners hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not without limiting the generality of the foregoing, the following rights:

1. The Executive Management Administrative Control of the Borough Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules or procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of Management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees, to require compliance by the Employees, is recognized.

4. To hire all employees and subject to the provisions of Law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Borough reserves the right with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

8. The Chief of Police or his designee shall post a work schedule based on a twenty (20) day work period.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations, and practices, and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A, or any other National, State, County, or Local Laws or Regulations.

RECOGNITION

The Borough of Collingswood hereby recognizes the C.P.O.A. as the exclusive majority representative for all permanent Patrolmen employed by the Borough Police Department within the meaning of the New Jersey Employer/Employee Relations Act, N.J.S. 34:13A-1.1.

The Borough further recognizes that the Department Representatives of the C.P.O.A. are to act as liason between the Police Department and the Borough in all matters pertaining to hours of work, wages, and working conditions and said departmental representatives of the C.P.O.A. hereinafter referred to as the representatives shall be free to meet with authorized representatives of the Borough.

REPRESENTATIVES

An aggregate of three (3) representatives shall represent the C.P.O.A. in grievances with the Employer. The C.P.O.A. shall notify the employer, in writing, as to the identity of these three (3) elected/appointed representatives before they are actually assigned by the C.P.O.A. to proceed with an investigation into any particular matter.

These three (3) representatives shall suffer no loss of regular pay or compensatory time while processing grievances.

During collective negotiations, authorized representatives, not to exceed two (2), shall be excused from their normal duties for as much time as would be reasonably required to participate in any collective negotiation sessions, mutually scheduled by the parties and shall suffer no loss of regular pay or compensatory time.

The Employer shall grant the C.P.O.A. reasonable use of the Employers facilities and equipment for the purpose of conducting C.P.O.A. business in reference to contract negotiations. The C.P.O.A. will hold all responsibility for any and all damage to the Employers facilities and equipment that may take place at that time.

If any employee becomes an official of the C.O.P.A., he shall be granted reasonable time to execute his duties and attendance at general meetings, conventions, and grievance hearings.

GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of the Police Officers.

The term "Grievance" as used herein, means any dispute or controversy arising over the interpretation, application, or any alleged violation of the terms and conditions of this Agreement and may be raised by the C.O.P.A. on behalf of any individual employee or group of employees, or the Employer.

STEPS IN THE GRIEVANCE PROCEDURE:

Step One: The aggrieved employee or employees, or the Borough, shall institute action under the provisions herein within Fifteen (15) working days of the occurrence of the grievance to the immediate Supervisor. The immediate Supervisor shall make an earnest effort to settle the difference, for the purpose of resolving the matter informally. Failure to act within said Fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

The immediate Supervisor shall render a written decision within Five (5) working days after receipt of the grievance.

Step Two: In the event the grievance has not been resolved in or at Step One, the employee or employees shall, in writing and signed, file the grievance with the Chief of Police within five (5) calendar days following the determination at Step One.

The Chief of Police shall render a written decision within Fifteen (15) working days after receipt of the grievance.

Step Three: In the event the grievance has not been resolved in or at Step Two, the employee or employees, in writing and signed, shall file the grievance with the Commissioner of the Police Department within five (5) calendar days following the determination of Step Two.

The Police Commissioner shall render a written decision within Fifteen (15) working days after receipt of the grievance.

Step Four: In the event the grievance has not been resolved in or at Step Three, the employee or employees shall, in writing and signed, file the grievance with the Borough Commissioners within Five (5) calendar days following the determination at Step Three.

The Board of Commissioners shall render a written decision within Thirty (30) calendar days from receipt of the grievance.

Step Five: In the event the grievance has not been resolved in or at Step Four, the matter may be referred to the arbitration process as hereinafter provided,

In the event that the Employer or the C.P.O.A. desires to submit a grievance to the arbitration process, this procedure shall be followed:

1. The party demanding mediation/arbitration shall serve written notice of its intent on the other party(ies) within ten (10) calendar days following receipt of the Borough Commissioners determination.

2. The party demanding mediation/arbitration shall request the New Jersey State Board of Mediation to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the New Jersey Board of Mediation.

3. The cost of the service of the arbitrator shall be borne equally by the Employer and the C.P.O.A. Any other cost shall be paid by the party that incurred them.

4. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

5. The decision of the arbitrator shall be final and binding upon the Employer and the C.P.O.A.

A failure to respond at any step in this procedure by the Employer or its agents shall be deemed to be a negative response and upon termination of the applicable time limits, the grievant may proceed to the next step.

EQUAL TREATMENT

The Borough and the C.P.O.A. agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

Appointments of employees shall be made from a selection of the best qualified applicants. Preference will be given to Borough residents when equal qualifications are submitted for consideration.

VACATION LEAVE

The following annual vacation leave with pay shall be granted each calendar year to those Patrolmen in full-time permanent service with the Borough. New employees must work six (6) months before they are eligible for vacation benefits.

Commencing with the seventh (7) month through the first year, five (5) days vacation.

Commencing with the second (2) year through the fourth year inclusive, eleven (11) days vacation.

Commencing with the fifth (5) year through the sixth year inclusive, Twelve (12) days vacation.

Commencing with the seventh (7) year through the eighth (8) year inclusive, thirteen (13) days vacation.

Commencing with the ninth (9) year through the tenth (10) year inclusive, fourteen (14) days vacation.

Commencing with the eleventh (11) year through the twelveth (12) year inclusive, fifteen (15) days vacation.

Commencing with the thirteenth (13) year through the fourteenth (14) year inclusive, sixteen (16) days vacation.

Commencing with the fifteenth (15) year and thereafter, twenty (20) days vacation.

A. Vacation scheduling will be the responsibility of the Chief of Police and shall be granted upon request with priority of dates according to seniority.

B. When a request for a vacation period has been approved by the Chief of Police, there shall be no change in the work schedule which would adversely affect the vacation plans of the Patrolman when reservations or committments have been made by

the Patrolman, based on his work schedule at the time of the approval, unless there is a declared emergency which requires his presence and the Borough will then reimburse the Patrolman for any expenditures made and not refundable.

C. Where in any calendar year the vacation leave of any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work, as determined by the Chief of Police, may be carried forward into the next succeeding year only. However, if in the second year, due to the pressure of work, as determined by the Chief of Police, the Patrolman still has accumulated vacation time that will be lost, the employee has the right to sell back that time only.

D. Vacation time cannot be used for sick time without the express written consent of the employee.

E. Vacation time accumulated will be pro-rated for the current year and paid to any Patrolman retiring, resigning, or being terminated for cause and will be part of his final paycheck.

F. After the first calendar year, September 1st. shall be used as a cut off date in computing vacation.

SICK LEAVE WITH PAY

Sick leave is hereby defined as the absence of any Patrolman from duty because of personal illness which prevents his doing the usual duties of his position.

Any Patrolman who is absent for reasons that entitle him to sick leave shall notify his Superior promptly, but no later than four (4) hours before his usual starting time, except in cases of extreme emergency, where the employee is unable to do so.

Failure to give such notice may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

Sick leave shall be granted as per the following schedule:

6 months through 2 years employment	-	30 days sick leave
3 years through 4 years employment	-	60 days sick leave
5 years through 6 years employment	-	90 days sick leave
7 years through 8 years' employment	-	120 days sick leave
9 years through 10 years employment	-	150 days sick leave
11 years through 12 years employment	-	180 days sick leave
13 years through 14 years employment	-	210 days sick leave
15 years through 16 years employment	-	240 days sick leave
17 years through 19 years employment	-	270 days sick leave
20 years through 22 years employment	-	300 days sick leave
23 years through 25 years employment	-	330 days sick leave
After 25 years of employment	-	360 days sick leave

Sick leave shall only be accruable at the rate of five (5) days per year, provided none of the above sick leave is used. Any sick time taken shall first be charged against the five (5) accruable days for that year. The first five (5) days of each of the above-mentioned sick leave periods, or so many of them as shall not be used, shall accumulate from year to year.

Sick time charged shall be against time scheduled to work only.

If any employee is absent for two (2) consecutive days, the Borough may require acceptable evidence on the prescribed form. The nature of the illness and the length of time the employee was absent shall be stated on a Doctor's Certificate.

Abuse of sick leave will be cause for disciplinary action.

At the end of each calendar year, the Borough of Collingswood shall provide a written statement to the Chief of Police of each employees accrued sick leave.

An employee may apply is unused accumulated sick leave time to early retirement or, upon retirement for the services of the Borough of Collingswood, he may receive one hundred percent (100%) of his accumulated sick leave as additional severance pay.

PERSONAL HOLIDAYS

Each employee covered herein shall be entitled to Sixteen (16) paid Personal Holidays per year, to be credited to him on January 1st. of each year.

A. New Employees shall accumulate Personal Holidays at the rate of one and one third ($1 \frac{1}{3}$) days per month for their first year of employment.

B. Personal Holidays, not to exceed two (2), may be used in conjunction with Vacation Time, with the approval of the Chief of Police, provided they do not create a hardship on the work schedule.

C. Personal Holidays may be used in lieu of sick days when the sick time has been exhausted, with the approval of the Chief of Police and the Borough Commissioner.

D. Personal Holidays are not to be used in conjunction with sick days.

E. All Personal Holidays are to be used during the year in which they are granted. Where in any calendar year the Personal Holidays or any part thereof, not to exceed Five (5) days, is not used, the employee shall receive a Holiday Compensation Check totaling one days pay for each Holiday not taken.

F. Holiday Compensation shall be paid in a separate check on the first payday after December 1st. of each year.

G. Nothing contained in the preceeding paragraphs shall be deemed to give any Patrolman the right to necessarily have any specific Holiday off. Request for specific holidays off will be the responsibility of the individual Patrolman and will be determined early enough in the year in order to allow each Patrolman an equal number of Holidays off.

H. Any employee leaving the Borough employment during the course of the year shall only be entitled to be paid for Personal Holidays accrued at the rate of one and one quarter ($1 \frac{1}{4}$) days for each month of service that year less any Personal Holidays taken.

I. Request for Personal Holidays, requested and approved at least three (3) days in advance, shall have preference over Comp Time and cannot be cancelled as a result of another employees illness.

INSURANCE

The Borough shall provide the following Health Insurance Plan for all full time Patrolmen and their dependents, paid for in full by the Borough:

Blue Cross, Blue Shield, Rider J, and Major Medical

A. In Civil Actions, the Borough agrees to defend and to satisfy any judgement which may be rendered against any Patrolman for the action arising out of his employment with the Borough.

B. The Borough will comply with N.J.S.A. 40A:14-155 with respect to defense of employees in action or legal proceedings arising out of or incidental to the performance of his duties.

C. When a Patrolman retires with twenty five (25) years of service, the Borough will continue to pay for his enrollment in the Health Insurance Plan.

FAMILY DENTAL PLAN

The Borough shall provide a dental plan for all employees covered herein in accordance with or equivalent to the present plan with New Jersey Dental Services Plan inc. - Program 1B.

UNIFORM ALLOWANCE

An annual Uniform Allowance for the replacement and maintenance of clothing shall be paid to all full-time Patrolmen represented herein. This allowance will be paid directly to each Patrolman in a separate check on or about May 1st of each year, so that he may purchase and maintain clothing as needed, as per the following schedule, pro-rated for new employees:

1988 - \$800.00

1989 - \$900.00

A. All Patrolmen will be responsible for the purchase of clothing and equipment necessary for him to be properly uniformed and equipped within the meaning of such regulations as the Department may impose.

B. Patrolmen with less than one (1) year of service will be required to use their allowance in its entirety to purchase a basic uniform issue which will be stipulated by policy within the Department.

C. Whenever a uniform change is implemented by the Chief of Police or Borough Commissioners, the initial cost for the first issue shall be borne by the Borough, with no deduction to the employees uniform allowance benefit. This shall apply only to the first issue of these items.

LONGEVITY

Longevity Pay will be issued to those Patrolmen in full time permanent service with the Borough with Five (5) or more years of continuous service as per the following schedule:

5 years of service	-	2% of annual salary
8 years of service	-	4% of annual salary
12 years of service	-	5% of annual salary

In computing Longevity the effective date shall be the date of hire and upon completion of the Fifth (5) year of service. Longevity calculations will be made and become part of the Patrolman's annual salary.

COURT TIME

A Patrolman shall be given the following compensation for appearing, while off duty, in court or before a State Agency in any criminal, quasi-criminal, motor vehicle, or juvenile proceeding arising out of his employment, the sum of Twenty Five Dollars (\$25.00) for up to two (2) hours and Overtime, as provided in the Overtime Section of this Agreement, for any time in excess of two (2) hours spent in the aforementioned court appearances.

A. In the event the Patrolman is required to furnish his own transportation for any such appearance, as referred to above, other than for any such appearance in any court or agency in Collingswood, Camden, or within a five (5) mile radius of the Borough of Collingswood, he shall be compensated for mileage at the rate of Seventeen Cents (\$.17) per mile, less any compensation received by him from any other source for such travel expenses.

B. The compensation provided for the above shall be paid in the pay check issued on the first pay day following the month in which same has been earned and indicated as Court Time on the check stub.

BEREAVEMENT LEAVE

In the event of a death in the employees' immediate family, the employee shall be granted time off without loss of pay as per the following schedule:

A. Five (5) days off with pay in the event of death of the employees' Mother, Father, Spouse, Children or Foster Children.

B. Three (3) days off without loss of pay in the event of death of the employees' Brother, Sister, Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Brother-in-Law, or Sister-in-Law.

C. One (1) day off without loss of pay in the event of death of the employees' Grandchild, Son-in-Law, Daughter-in-Law, Aunt or Uncle.

D. If extenuating circumstances arise where more time off is required, the employee may request additional time off from the Chief of Police and the Borough Commissioners.

E. When any such death leave is requested by an employee, it will be the responsibility of the Chief of Police to determine the validity of such request. The Chief of Police retains the right to require a copy of the death certificate of the deceased for proof of death.

OVERTIME

Overtime is defined as any time worked over and above the regular work schedule of the Department and shall be compensated at the rate of time and one half ($1\frac{1}{2}$) the regular hourly rate of pay of the employee.

A. Overtime will be paid in accordance with the salary increment agreed upon for the current year of the contract.

B. When overtime monies are paid out to the employees prior to the agreement of a salary increment, those monies shall be increased by the appropriate amount of the awarded salary increment, within Thirty (30) calendar days after the signing of the Agreement.

C. Wherein Patrolmen are required to attend a Court Hearing, the compensation referred to under the section of Court Time shall apply.

D. All provisions of this Agreement concerning salaries will be retro-active to January 1, 1988.

CALL IN TIME

Any employee having completed his scheduled work day and is dismissed at the end thereof, who is recalled to work, shall receive a minimum of two (2) hours pay, at the overtime rate of time and one half ($1\frac{1}{2}$), even though he may work less than two (2) hours.

WORKMENS COMPENSATION

If an employee is injured or becomes ill out of or during the course of his employment, the following procedure shall be followed:

A. The employee shall immediately notify the Chief of Police of the work related injury or illness.

B. If the Borough's Workmens Compensation Insurance Carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall be paid his full pay for the first forty five (45) scheduled working days following the date of the injury or illness and no charge shall be made to the employees sick leave accumulation, provided the employee turns over to the Borough any checks received for temporary disability benefits.

C. After the first forty five (45) scheduled work days from the date of the injury or illness, the employee shall have the option to receive full pay, charging the difference to his sick leave accumulation provided he turns over his temporary disability checks to the Borough; or he has the option to retain his Workmens Compensation checks and not receive any additional monies from the Borough, in such event, there shall be no charge to the employees sick leave accumulation.

LAY OFF AND DISCHARGE

A. If an employee is laid-off, he is to be paid for any earned, accumulated vacation, personal days, and sick time.

B. If an employee is discharged for cause, the Board of Commissioners shall determine whether or not he is to be paid for and earned accumulated vacation, depending upon the circumstances of his dismissal.

C. In any case of separation, an employee who has vacation time accumulated from a previous year shall be paid for same.

RESIGNATION

If a Patrolman gives two (2) weeks notice when he intends to resign, he shall be paid for any accrued vacation time, pro-rated for the current year and any Personal Holidays not used, pro-rated for the current year. If he does not give the proper two (2) weeks notice, the Board of Commissioners shall determine whether or not he is to be paid for same.

SALARIES

It is acknowledged by and between the parties that the regular salary for Patrolmen during the year 1988 shall be increased by 6.0% over their 1987 base salary and in 1989 their salary shall be increased by 6.0% over their 1988 base salary.

1988

First Year Patrolman	-	\$22,935.00
Second Year Patrolman	-	\$25,748.00
After Completion of Second Year	-	\$28,587.00

1989

First Year Patrolman	-	\$24,311.00
Second Year Patrolman	-	\$27,293.00
After Completion of Second Year	-	\$30,302.00

The Borough shall pay the above salaries on a bi-weekly basis provided all full time Borough employees are paid in the same manner.

PATROLMAN/DETECTIVE

A Patrolman shall receive \$20.00 per week while assigned to the Detective Bureau and working on a full time basis. This payment will not be used in computing salary benefits.

OFFICER IN CHARGE

When the Collingswood Police Platoon Sergeant is off duty due to personal holiday, vacation, illness, or approved absence, the Patrolman who is assigned by the Chief of Police or his designee, as Officer in Charge, shall be paid at the rate of Sergeant. Also, when the officer assigned Officer in Charge is required to stay on duty after his regular tour of duty, he will receive compensatory time or overtime pay, at the rate of time and one half (1½).

BONUS PAYMENT

Each Patrolman working an annual number of 2,190 hours (approximately) shall receive a \$200.00 bonus to be paid on December 1, 1988 and a \$250.00 bonus to be paid on December 1, 1989. This bonus is the pro-rated based on the amount of time the Patrolman works the rotating schedule due to transfer of duties or termination.

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

DURATION

This Agreement shall be in full force and effect as of January 1, 1988 and shall remain in effect to and including December 31, 1989 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days nor no later than one hundred and twenty (120) days, prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Collingswood, New Jersey on this 17th day of October, 1988.

FOR THE C.P.O.A.

Thomas J. Garity #7
Patrolman - Representative

FOR THE BOROUGH OF COLLINGSWOOD

Michael Shennar